


# Invitation to Bid

<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
<b>VENDOR NO. :</b> <b>SOLICITATION : 000456</b> <b>OPENING DATE : 12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		<b>Return Bid in Envelope/Labels Provided to:</b> Purchasing Department 1000 Walters Street Lake Charles LA 70607	
		<b>BUYER : Powell, William</b> <b>BUYER PHONE : 337/675-8148</b> <b>DATE ISSUED : 12/01/2009</b> <b>REQ. NO :</b> <b>FISCAL YEAR : 0</b>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
<b>VENDOR PHONE NUMBER:</b>		<b>TITLE</b>	<b>DATE</b>
<b>FAX NUMBER:</b>			
<b>SIGNATURE OF AUTHORIZED BIDDER</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>	

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 SPECIFY THE LINE NUMBER (S) \_\_\_\_\_  
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_  
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES \_\_\_\_\_ NO \_\_\_\_\_  
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE    225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	

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<p>? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.</p> <p>? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.</p> <p>? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.</p> <p>Applications Support:</p> <p>Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.</p> <ol style="list-style-type: none"> <li>1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.</li> <li>2. GE Advantage Workstation 4.4 (W#100D).</li> <li>3. ICAD MV PR Digital (XMM525).</li> </ol> <p>Budget Purpose:</p> <p>For budget purpose please indicate the hourly rate for services performed outside of normal business hours:</p> <p>Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ _____ per hour.  (To include travel)</p> <p>Service on the excluded holidays listed above. \$ _____ per hour.  (To include travel)</p> <p>(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)</p> <p>Scope:</p> <p>This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.</p> <p>Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.</p> <p>The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.</p>	



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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	

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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	

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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"> <li>-Quality Assurance Audits</li> <li>-Preferred Contract rates for labor and travel outside coverage hours</li> <li>-Priority Parts Delivery</li> <li>-Clinical Telephone Support</li> <li>-25% Discount on future upgrade purchases</li> <li>-Operating System software Updates</li> <li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li> </ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	

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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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\_\_\_\_\_ Dr. W. O. Moss Regional Medical Center  
Contractor's Company Name      Hospital Name

\_\_\_\_\_

Contractor's Authorized Signature      Hospital's Authorized Signature

Quantities Listed:

The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.

INSURANCE REQUIREMENTS:

Contractor's Liability Insurance

Proof of insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

"Claims Made" form is unacceptable.

Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.

Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.


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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	

# Invitation to Bid

PRICE SHEET		Page 15 of 15			
NUMBER : 000456		BIDDER:			
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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	<p>PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>***</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.</p> <p>***</p> <p>CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>***</p> <p>ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.</p> <p>***</p>	6.00	MO		

# Invitation to Bid

<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
<b>VENDOR NO. :</b> <b>SOLICITATION : 000456</b> <b>OPENING DATE : 12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		<b>Return Bid in Envelope/Labels Provided to:</b> Purchasing Department <b>1000 Walters Street</b> <b>Lake Charles LA 70607</b>	
		<b>BUYER : Powell, William</b> <b>BUYER PHONE : 337/675-8148</b> <b>DATE ISSUED : 12/01/2009</b> <b>REQ. NO :</b> <b>FISCAL YEAR : 0</b>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol>			
<p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul>			
<p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
<b>VENDOR PHONE NUMBER:</b>		<b>TITLE</b>	<b>DATE</b>
<b>FAX NUMBER:</b>			
<b>SIGNATURE OF AUTHORIZED BIDDER</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>	



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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____  SPECIFY THE LINE NUMBER (S) _____  SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____  (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____  IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____  FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE    225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://www.lsuhs.org/policies/public/default.asp">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	

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? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.  
? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.  
? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.

Applications Support:

Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.

1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.
2. GE Advantage Workstation 4.4 (W#100D).
3. ICAD MV PR Digital (XMM525).

Budget Purpose:

For budget purpose please indicate the hourly rate for services performed outside of normal business hours:

Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ \_\_\_\_\_ per hour.  
(To include travel)

Service on the excluded holidays listed above. \$ \_\_\_\_\_ per hour.  
(To include travel)

(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)

Scope:

This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.

Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.

The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.

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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	



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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	

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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"><li>-Quality Assurance Audits</li><li>-Preferred Contract rates for labor and travel outside coverage hours</li><li>-Priority Parts Delivery</li><li>-Clinical Telephone Support</li><li>-25% Discount on future upgrade purchases</li><li>-Operating System software Updates</li><li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li></ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	

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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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<div data-bbox="77 378 1040 436"><p>_____ Dr. W. O. Moss Regional Medical Center Contractor's Company Name      Hospital Name</p></div> <div data-bbox="77 562 1027 594"><p>_____ Contractor's Authorized Signature      Hospital's Authorized Signature</p></div> <p>Quantities Listed:</p> <p>The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.</p> <p>INSURANCE REQUIREMENTS:</p> <p>Contractor's Liability Insurance</p> <p>Proof of insurance will be required before work can commence.</p> <p>Insurance coverage specified below shall be furnished with the following minimum limits:</p> <p>"Claims Made" form is unacceptable.</p> <p>Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.</p> <p>Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.</p> <p>Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.</p> <p>Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.</p>	


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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	

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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER  Specify brand, model bid(if applicable) <hr/> <p>             **              IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.              **              CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.              **              ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.              **           </p>	6.00	MO		

# Invitation to Bid

<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
<b>VENDOR NO. :</b> <b>SOLICITATION : 000456</b> <b>OPENING DATE : 12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		<b>Return Bid in Envelope/Labels Provided to:</b> Purchasing Department <b>1000 Walters Street</b> <b>Lake Charles LA 70607</b>	
		<b>BUYER : Powell, William</b> <b>BUYER PHONE : 337/675-8148</b> <b>DATE ISSUED : 12/01/2009</b> <b>REQ. NO :</b> <b>FISCAL YEAR : 0</b>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol>			
<p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul>			
<p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
<b>VENDOR PHONE NUMBER:</b>		<b>TITLE</b>	<b>DATE</b>
<b>FAX NUMBER:</b>			
<b>SIGNATURE OF AUTHORIZED BIDDER</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	<p style="text-align: right;">Page 2 of 15</p>
<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	



# Invitation to Bid

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<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 4 of 15
<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009      TIME: 02:00 PM</b>	<b>BIDDER:</b>

ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 SPECIFY THE LINE NUMBER (S) \_\_\_\_\_  
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_  
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES \_\_\_\_\_ NO \_\_\_\_\_  
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://www.lsuhs.org/policies/public/default.asp">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	

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<p>? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.</p> <p>? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.</p> <p>? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.</p> <p>Applications Support:</p> <p>Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.</p> <ol style="list-style-type: none"> <li>1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.</li> <li>2. GE Advantage Workstation 4.4 (W#100D).</li> <li>3. ICAD MV PR Digital (XMM525).</li> </ol> <p>Budget Purpose:</p> <p>For budget purpose please indicate the hourly rate for services performed outside of normal business hours:</p> <p>Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ _____ per hour.  (To include travel)</p> <p>Service on the excluded holidays listed above. \$ _____ per hour.  (To include travel)</p> <p>(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)</p> <p>Scope:</p> <p>This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.</p> <p>Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.</p> <p>The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.</p>	

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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	

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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	



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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"> <li>-Quality Assurance Audits</li> <li>-Preferred Contract rates for labor and travel outside coverage hours</li> <li>-Priority Parts Delivery</li> <li>-Clinical Telephone Support</li> <li>-25% Discount on future upgrade purchases</li> <li>-Operating System software Updates</li> <li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li> </ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	

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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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\_\_\_\_\_ Dr. W. O. Moss Regional Medical Center  
Contractor's Company Name      Hospital Name

\_\_\_\_\_

Contractor's Authorized Signature      Hospital's Authorized Signature

Quantities Listed:

The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.

INSURANCE REQUIREMENTS:

Contractor's Liability Insurance

Proof of insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

"Claims Made" form is unacceptable.

Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.

Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.


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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	

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<b>PRICE SHEET</b>		Page 15 of 15			
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<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>					
<b>Line No.</b>	<b>Description</b>			<b>Unit Price</b>	<b>Extended Amount</b>
1	<p>PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>***</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.</p> <p>***</p> <p>CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>***</p> <p>ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.</p> <p>***</p>	6.00	MO	_____	_____

# Invitation to Bid

<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. : SOLICITATION : <b>000456</b> OPENING DATE : <b>12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		Return Bid in Envelope/Labels Provided to: Purchasing Department <b>1000 Walters Street</b> <b>Lake Charles LA 70607</b>	
		BUYER : <b>Powell, William</b> BUYER PHONE : <b>337/675-8148</b> DATE ISSUED : <b>12/01/2009</b> REQ. NO : FISCAL YEAR : <b>0</b>	
INSTRUCTIONS TO BIDDERS			
<p>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</p> <p>2. FILL IN ALL BLANK SPACES.</p> <p>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</p> <p>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</p> <p>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</p>			
BY SIGNING THIS BID, THE BIDDER CERTIFIES:			
<p>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</p> <p>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</p> <p>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p>			
THE BIDDER FURTHER CERTIFIES:			
<p>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</p> <p>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</p> <p>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</p> <p>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</p>			
VENDOR PHONE NUMBER:		TITLE	DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	



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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 SPECIFY THE LINE NUMBER (S) \_\_\_\_\_  
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_  
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES \_\_\_\_\_ NO \_\_\_\_\_  
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE    225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	

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<p>? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.</p> <p>? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.</p> <p>? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.</p> <p>Applications Support:</p> <p>Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.</p> <ol style="list-style-type: none"> <li>1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.</li> <li>2. GE Advantage Workstation 4.4 (W#100D).</li> <li>3. ICAD MV PR Digital (XMM525).</li> </ol> <p>Budget Purpose:</p> <p>For budget purpose please indicate the hourly rate for services performed outside of normal business hours:</p> <p>Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ _____ per hour.          (To include travel)</p> <p>Service on the excluded holidays listed above. \$ _____ per hour.          (To include travel)</p> <p>(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)</p> <p>Scope:</p> <p>This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.</p> <p>Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.</p> <p>The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.</p>	

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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	

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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	

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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"><li>-Quality Assurance Audits</li><li>-Preferred Contract rates for labor and travel outside coverage hours</li><li>-Priority Parts Delivery</li><li>-Clinical Telephone Support</li><li>-25% Discount on future upgrade purchases</li><li>-Operating System software Updates</li><li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li></ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	



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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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\_\_\_\_\_ Dr. W. O. Moss Regional Medical Center  
Contractor's Company Name      Hospital Name

\_\_\_\_\_

Contractor's Authorized Signature      Hospital's Authorized Signature

Quantities Listed:

The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.

INSURANCE REQUIREMENTS:

Contractor's Liability Insurance

Proof of insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

"Claims Made" form is unacceptable.

Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.

Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.


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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	

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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	<p>PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>***</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.</p> <p>***</p> <p>CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>***</p> <p>ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.</p> <p>***</p>	6.00	MO	_____	_____

# Invitation to Bid

<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
<b>VENDOR NO. :</b> <b>SOLICITATION : 000456</b> <b>OPENING DATE : 12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		<b>Return Bid in Envelope/Labels Provided to:</b> Purchasing Department <b>1000 Walters Street</b> <b>Lake Charles LA 70607</b>	
		<b>BUYER : Powell, William</b> <b>BUYER PHONE : 337/675-8148</b> <b>DATE ISSUED : 12/01/2009</b> <b>REQ. NO :</b> <b>FISCAL YEAR : 0</b>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
<b>VENDOR PHONE NUMBER:</b>		<b>TITLE</b>	<b>DATE</b>
<b>FAX NUMBER:</b>			
<b>SIGNATURE OF AUTHORIZED BIDDER</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>	

# Invitation to Bid

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<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____  SPECIFY THE LINE NUMBER (S) _____  SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____  (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____  IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____  FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	



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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE    225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	

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? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.  
? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.  
? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.

Applications Support:

Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.

1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.
2. GE Advantage Workstation 4.4 (W#100D).
3. ICAD MV PR Digital (XMM525).

Budget Purpose:

For budget purpose please indicate the hourly rate for services performed outside of normal business hours:

Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ \_\_\_\_\_ per hour.  
(To include travel)

Service on the excluded holidays listed above. \$ \_\_\_\_\_ per hour.  
(To include travel)

(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)

Scope:

This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.

Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.

The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.

# Invitation to Bid

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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	

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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	

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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"> <li>-Quality Assurance Audits</li> <li>-Preferred Contract rates for labor and travel outside coverage hours</li> <li>-Priority Parts Delivery</li> <li>-Clinical Telephone Support</li> <li>-25% Discount on future upgrade purchases</li> <li>-Operating System software Updates</li> <li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li> </ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	

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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.



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\_\_\_\_\_ Dr. W. O. Moss Regional Medical Center  
Contractor's Company Name      Hospital Name

\_\_\_\_\_

Contractor's Authorized Signature      Hospital's Authorized Signature

Quantities Listed:

The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.

INSURANCE REQUIREMENTS:

Contractor's Liability Insurance

Proof of insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

"Claims Made" form is unacceptable.

Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.

Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.


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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	

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PRICE SHEET		Page 15 of 15			
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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	<p>PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>***</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.</p> <p>***</p> <p>CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>***</p> <p>ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.</p> <p>***</p>	6.00	MO		

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<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
<b>VENDOR NO. :</b> <b>SOLICITATION : 000456</b> <b>OPENING DATE : 12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		<b>Return Bid in Envelope/Labels Provided to:</b> Purchasing Department <b>1000 Walters Street</b> <b>Lake Charles LA 70607</b>	
		<b>BUYER : Powell, William</b> <b>BUYER PHONE : 337/675-8148</b> <b>DATE ISSUED : 12/01/2009</b> <b>REQ. NO :</b> <b>FISCAL YEAR : 0</b>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol>			
<p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul>			
<p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
<b>VENDOR PHONE NUMBER:</b>		<b>TITLE</b>	<b>DATE</b>
<b>FAX NUMBER:</b>			
<b>SIGNATURE OF AUTHORIZED BIDDER</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>	

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
SPECIFY THE LINE NUMBER (S) \_\_\_\_\_  
SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_  
(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  
DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES \_\_\_\_\_ NO \_\_\_\_\_  
FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1. THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE    225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	



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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	

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? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.  
? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.  
? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.

Applications Support:

Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.

1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.
2. GE Advantage Workstation 4.4 (W#100D).
3. ICAD MV PR Digital (XMM525).

Budget Purpose:

For budget purpose please indicate the hourly rate for services performed outside of normal business hours:

Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ \_\_\_\_\_ per hour.  
(To include travel)

Service on the excluded holidays listed above. \$ \_\_\_\_\_ per hour.  
(To include travel)

(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)

Scope:

This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.

Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.

The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.

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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	

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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	

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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"> <li>-Quality Assurance Audits</li> <li>-Preferred Contract rates for labor and travel outside coverage hours</li> <li>-Priority Parts Delivery</li> <li>-Clinical Telephone Support</li> <li>-25% Discount on future upgrade purchases</li> <li>-Operating System software Updates</li> <li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li> </ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	

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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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\_\_\_\_\_ Dr. W. O. Moss Regional Medical Center  
Contractor's Company Name      Hospital Name

\_\_\_\_\_

Contractor's Authorized Signature      Hospital's Authorized Signature

Quantities Listed:

The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.

INSURANCE REQUIREMENTS:

Contractor's Liability Insurance

Proof of insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

"Claims Made" form is unacceptable.

Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.

Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.




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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	

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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	<p>PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>***</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.</p> <p>***</p> <p>CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>***</p> <p>ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.</p> <p>***</p>	6.00	MO	_____	_____

# Invitation to Bid

<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
<b>VENDOR NO. :</b> <b>SOLICITATION : 000456</b> <b>OPENING DATE : 12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		<b>Return Bid in Envelope/Labels Provided to:</b> Purchasing Department <b>1000 Walters Street</b> <b>Lake Charles LA 70607</b>	
		<b>BUYER : Powell, William</b> <b>BUYER PHONE : 337/675-8148</b> <b>DATE ISSUED : 12/01/2009</b> <b>REQ. NO :</b> <b>FISCAL YEAR : 0</b>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol>			
<p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul>			
<p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
<b>VENDOR PHONE NUMBER:</b>		<b>TITLE</b>	<b>DATE</b>
<b>FAX NUMBER:</b>			
<b>SIGNATURE OF AUTHORIZED BIDDER</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 2 of 15
<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 3 of 15
<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 4 of 15
<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009      TIME: 02:00 PM</b>	<b>BIDDER:</b>

ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?    YES \_\_\_\_\_ NO \_\_\_\_\_  
 SPECIFY THE LINE NUMBER (S) \_\_\_\_\_  
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_  
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE?    YES \_\_\_\_\_ NO \_\_\_\_\_  
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?    YES \_\_\_\_\_ NO \_\_\_\_\_  
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1. THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE    225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	



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<b>NUMBER : 000456</b> <b>OPEN DATE : 12/29/2009</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	

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<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 8 of 15
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? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.  
? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.  
? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.

Applications Support:

Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.

1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.
2. GE Advantage Workstation 4.4 (W#100D).
3. ICAD MV PR Digital (XMM525).

Budget Purpose:

For budget purpose please indicate the hourly rate for services performed outside of normal business hours:

Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ \_\_\_\_\_ per hour.  
(To include travel)

Service on the excluded holidays listed above. \$ \_\_\_\_\_ per hour.  
(To include travel)

(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)

Scope:

This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.

Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.

The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.

# Invitation to Bid

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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	

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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	

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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"><li>-Quality Assurance Audits</li><li>-Preferred Contract rates for labor and travel outside coverage hours</li><li>-Priority Parts Delivery</li><li>-Clinical Telephone Support</li><li>-25% Discount on future upgrade purchases</li><li>-Operating System software Updates</li><li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li></ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	

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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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<div data-bbox="77 380 1040 436"><p>_____ Dr. W. O. Moss Regional Medical Center Contractor's Company Name      Hospital Name</p></div> <div data-bbox="77 562 1027 594"><p>_____ Contractor's Authorized Signature      Hospital's Authorized Signature</p></div> <p>Quantities Listed:</p> <p>The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.</p> <p><b>INSURANCE REQUIREMENTS:</b></p> <p>Contractor's Liability Insurance</p> <p>Proof of insurance will be required before work can commence.</p> <p>Insurance coverage specified below shall be furnished with the following minimum limits:</p> <p>"Claims Made" form is unacceptable.</p> <p>Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.</p> <p>Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.</p> <p>Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.</p> <p>Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.</p>	

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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	



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PRICE SHEET		Page 15 of 15			
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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	<p>PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>***</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.</p> <p>***</p> <p>CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>***</p> <p>ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.</p> <p>***</p>	6.00	MO		

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<b>W.O. Moss Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
<b>VENDOR NO. :</b> <b>SOLICITATION : 000456</b> <b>OPENING DATE : 12/29/2009</b>			<b>December 29, 2009 02:00 PM</b>
GE DIGITAL MAMMO SVC		<b>Return Bid in Envelope/Labels Provided to:</b> Purchasing Department <b>1000 Walters Street</b> <b>Lake Charles LA 70607</b>	
		<b>BUYER : Powell, William</b> <b>BUYER PHONE : 337/675-8148</b> <b>DATE ISSUED : 12/01/2009</b> <b>REQ. NO :</b> <b>FISCAL YEAR : 0</b>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
<b>VENDOR PHONE NUMBER:</b>		<b>TITLE</b>	<b>DATE</b>
<b>FAX NUMBER:</b>			
<b>SIGNATURE OF AUTHORIZED BIDDER</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>	

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____  SPECIFY THE LINE NUMBER (S) _____  SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____  (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____  IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____  FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE    225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>WOMMC TERMS AND CONDITIONS</p> <p>LSUHSC-HCSD will be accepting bids for the preventative maintenance and service for WOMMC's G.E. XR Senographe Essential FFDM (X#60CN), G.E. Advantage Workstation 4.4 (W#100D), ICAD MVPR Digital (XMM525) located 1000 Walters Street, Lake Charles, LA. 70607.</p> <p>This contract will be effective from the date of award, December, 11, 2009 until June 30, 2010.</p> <p>Planned Maintenance Service:</p> <p>Contractor shall provide planned maintenance upon each item of equipment with planned maintenance coverage pursuant to original equipment manufacturers (OEM) specifications at OEM-recommended intervals and at mutually agreeable times during planned maintenance coverage hours. Planned maintenance service shall have a minimum 95% completion rate within a 6-month period. (May require additional PM inspections depending on problems occurring between a quarterly PM) The MMG Log Book will be reviewed and updated at the time PM is performed.</p> <p>Corrective Maintenance:</p> <p>Contractor shall provide unscheduled repair service as requested for equipment under this agreement from the hours of 8am to 5pm, Monday through Friday. Contractor shall provide a telephone response within 1 hour of a request for service. Contractor shall be within three minutes when contacted through the remote diagnostics or web-based communications tools described below. A field engineer shall physically respond within two hours of a request for service during covered hours.</p> <p>Service Engineers:</p> <p>Contractor shall provide service engineers that are full-time employees who have completed OEM training to ensure they possess the ability and knowledge to maintain and repair the equipment. OEM training certification of service engineers shall be provided to W.O. Moss upon request.</p> <p>Remote Diagnostics:</p> <p>Contractor shall supply remote call support or remote diagnostic troubleshooting capability upon the equipment through a Broadband connection to be provided by W.O. Moss. The remote diagnostics must provide:</p> <ul style="list-style-type: none"><li>? Secure, two-way communications</li><li>? Remote fix capabilities</li><li>? Remote System Monitoring</li><li>? Applications Technical Support</li></ul> <p>Web-Based Communication Tool:</p> <p>Contractor shall provide a communication tool that resides on the equipment operation console. This tool shall provide:</p>	



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? A direct communication link to the service provider via an interface on the operator console giving hospital personnel the ability to request support and for the service provider to respond.  
? Messaging which provides a status report and historic log of hospital contact with the service provider and allows the service provider to send information directly to the operator console.  
? Applications self-help, which provides the capacity to search the service provider's database for applications information and guidance related to the equipment.

Applications Support:

Contractor shall supply a toll-free telephone number for access to applications experts for phone support during hours of operation on equipment listed below.

1. GE XR Senographe Essential FFDM (X#60CN). Tube is a GE 2323449-5. The volume of FFDM system is between 5000-7000 procedures a year.
2. GE Advantage Workstation 4.4 (W#100D).
3. ICAD MV PR Digital (XMM525).

Budget Purpose:

For budget purpose please indicate the hourly rate for services performed outside of normal business hours:

Service before 8:00 a.m.(CST) and after 9:00 p.m.(CST) \$ \_\_\_\_\_ per hour.  
(To include travel)

Service on the excluded holidays listed above. \$ \_\_\_\_\_ per hour.  
(To include travel)

(Note: This information will not affect the awarding of the bid. This is "information only" as the facility will not be using after hours unless it is an emergent situation. This information is needed for projecting budget needs.)

Scope:

This bid is inclusive of repair, service and planned preventative maintenance or inspections of hardware and software and includes all expenses related to labor, travel, shipping, living expenses and parts. Consumables are included in this proposal.

Continuity of equipment repair and maintenance shall be upheld with effective date of this agreement and with minimal disruption to patient services.

The contractor shall perform planned periodic maintenance (PPM) or preventative maintenance inspections (PMI) on a quarterly basis, between the hours of 8:00 a.m. CST and 5:00 p.m. CST. Prior to arrival, the contractor shall schedule PPM or PMI visits with the Radiology/MMG department. Additional PPM's may be required if the contractor's service records indicate, to achieve optimal equipment performance. Flexible schedules are necessary to minimize conflicts with patient schedules and emergent demands for service in the Radiology/MMG department, including provision of these maintenance calls before or after the hours indicated above or non-peak hours of the department's service.

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<p>If the contractor schedules downtime for the above there should not be a variant to the scheduled downtime unless it is an absolute emergency. It shall be the contractor's responsibility to contact the Radiology/MMG department with any changes, as soon as possible, so that patient care will not be affected.</p> <p>The contractor shall be solely responsible for provision of repair, maintenance, diagnostic equipment/tools and sufficient resources to fulfill the terms of the agreement. A plan shall be submitted with the bid outlining the contractor's provisions for ability and resources to fulfill this agreement. Maintenance service must be provided according to O.E.M. specifications.</p> <p>Uptime Guarantee -</p> <p>During the service contract period, the vendor will provide an uptime performance guarantee with the range of 95% - 100% for all covered equipment.</p> <p>Downtime shall not exceed five (5) working days unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair. LSUHSC-HCSD WOMMC reserves the right to have equipment repaired by an authorized dealer (of choice) of the O.E.M. and to charge the repair cost to the contractor. The contractor shall be required to provide an on site, qualified OEM approved field engineer or specialist to complete repairs and document operation verification procedures when repairs extend beyond forty-eight (48) hours and/or recurrent transient problems persist after repeated repair attempts. The contractor shall submit with bid document, a well-defined technical or service event escalation procedure to handle repairs that exceed forty-eight (48) hours or recurring problems that vendor has been unsuccessful in resolving.</p> <p>Downtime - (Definition): Unable to produce diagnostic images.</p> <p>Downtime shall begin when the call is placed to the contractor and ends when the equipment can be fully utilized for patient services.</p> <p>Response time -</p> <p>When equipment cannot be used to produce diagnostic images the contractor will respond to a maintenance request one (1) hour by telephone and two (2) hours on site.</p> <p>When the equipment can be used to produce diagnostic images but needs a service call soon as possible, the contractor will respond to a maintenance request two (2) hours by telephone and within 24 hours of the initial call.</p> <p>WOMMC is expecting your quickest response from receiving the service call to the contractor's show up time.</p> <p>Parts:</p> <p>Contractor shall provide new and/or exchanged O.E.M. certified replacement parts. Refurbished parts will not be accepted.</p> <p>All parts required to maintain the system will be provided during the contract period.</p>	

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<p>Contractor will periodically monitor actual scan seconds.</p> <p>Contractor shall be required to maintain an adequate supply of OEM replacement parts for all equipment serviced. This inventory shall consist of most frequency-replaced parts and shall be of sufficient capacity to exceed the uptime agreement.</p> <p>Software/Safety:</p> <p>Contractor will provide all mandatory and safety modifications for the useful life of the equipment at no additional cost. Standard manufacturer software/safety upgrades will be provided at no cost to WOMMC. Software Upgrades/Updates which add additional features that will enhance this System beyond the scope of the original purchase, excluding the afore mentioned safety modifications, may be billed to WOMMC based on the then current list price, but not without explicit permission and authorization from WOMMC.</p> <p>Any parts and/or software enhancements to be purchased by WOMMC must be agreed upon and approved in advance by Hospital Administration (Ancillary Director / Radiology Manager) and executed with a purchase order before any work can be performed.</p> <p>Reporting &amp; Compliance:</p> <p>Contractor shall be required to maintain an equipment database with all pertinent information concerning repair and maintenance of those items included within this agreement and shall supply all necessary hardware and software as required for these purposes. Data developed in the reporting system shall become the property of LSUHCS-HCSD/WOMMC at the contract's end. Contractor shall submit hard copy records upon request and within ten (10) days of request. Also, upon request and within ten (10) days of request the vendor shall be required to submit periodic reports as requested in writing by WOMMC Hospital Administration/Radiology department concerning maintenance costs, response times, repair times, equipment conditions, history analysis, recommendations, completed PPM's, associated findings, uptime reports, equipment/software problematic occurrences. Sample reports shall be made available upon request and within ten (10) days of request.</p> <p>Contractor shall be required to maintain and document compliance with all applicable safety regulations and accreditation requirements pertaining to this bid. The program will meet or exceed all Federal, State, Local, CAP, and JCAHO requirements. Any requirements not met with regards to the services provided under this agreement by the contractor shall cause the contractor to be liable for the cost of bringing those deficiencies into compliance.</p> <p>Repair/Service Visits:</p> <p>It shall be a requirement of the Contactor to have the capability to perform diagnostic troubleshooting via a high speed remote service network.</p> <p>Contractor shall be required to submit documentation to the WOMMC Radiology department of any quality assurance test, operation verification procedures, repairs or any regulatory requirements per manufacturer, at the completion of the maintenance or repair event. Documentation must be provided to the WOMMC Accounting department showing satisfactory completion of maintenance and signed by authorized hospital personnel mentioned above.</p>	

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<p>Contractor shall sign in and out at the WOMMC Maintenance department when performing services. Contractor shall sign in at the WOMMC Maintenance Office first, if the WOMMC Maintenance department is closed, contractor shall sign in and out at the WOMMC Operator's Office. The contractor shall pick up the "WOMMC Contractor Badge" and wear it at all times on the grounds of hospital. Contractor can be requested to leave if they do not comply with the policy set by WOMMC Administration. Also, if no one can be located the contractor can sign in at the WOMMC Radiology Office, but contractor must have an identifying badge identifying whom they work for while working on campus.</p> <p>Contractor shall document findings/problems/solution/date/time/engineer in the CT Log Book each site visit. Contractor will adhere to this required specifications, to be 100% compliant in the documentation of said information.</p> <p>Contractor shall e-mail finalized service report to the WOMMC Radiology Manager (msmit9@lsuhsc.edu) &amp; (kbrea3@lsuhsc.edu) , the next day, after completion of services.</p> <p>Contractor must apply a sticker (supplied by WOMMC) to the equipment displaying the date and time the PM was performed and the next due date for service.</p> <p>Service Coverage also to include:</p> <ul style="list-style-type: none"><li>-Quality Assurance Audits</li><li>-Preferred Contract rates for labor and travel outside coverage hours</li><li>-Priority Parts Delivery</li><li>-Clinical Telephone Support</li><li>-25% Discount on future upgrade purchases</li><li>-Operating System software Updates</li><li>-Comprehensive parts and labor support for G.E. Advantage Workstation</li></ul> <p>Preventative Maintenance:</p> <p>Contractor will provide quarterly preventative maintenance inspections, on all equipment related to this unit, which includes all items listed at the beginning of this document. (May require additional PM inspections depending on problems occurring between a quarterly PM.) The MMG Logbook will be reviewed at the time of PMs.</p> <p>Technical Support:</p> <p>Contractor shall supply unlimited clinical and technical telephone support assistance, 24 hours / 7 days a week, based on standard business hours for the safe and efficient operation of equipment, identify system errors or troubleshoot problems that may not require the engineer's presence to correct. WOMMC will provide all necessary telephone numbers to successful bidder upon completion of purchase agreement.</p> <p>Service Qualifications:</p> <p>Contractor must provide personnel, O.E.M. factory trained, for the listed model(s). Please submit the certificate(s) verifying O.E.M. training with your bid. Failure to provide this documentation may disqualify your bid. Contractor/Engineer shall be qualified and able to demonstrate their</p>	

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knowledge of the equipment.

Also, upon request and within ten (10) days of request vendor will provide:

- Certification or proof of training of assigned personnel, specifying scope of and source of training for the system. Contractor system described under the equipment listing.
- Years of experience in performing both emergency and remedial service with specified equipment.
- Submission of qualifications if personnel providing direct repair and maintenance changes during the contract period.

Contractor is to keep abreast of engineering changes that reduce service time and improve equipment's performance and make adjustments necessary without additional cost to WOMMC.

General Conditions:

Payment for contractual services will not be made in advance. Billing may be made monthly or quarterly in arrears. Invoices must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity billed by purchase order line. Bills of Lading, Packing Slips, and/or other related shipping papers must reference the LSUHSC-HCSD WOMMC purchase order number and reflect the quantity shipped by purchase order line number.

Contract Renewal:

At the option of LSUHSC-HCSD WOMMC and acceptance by contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract shall not exceed thirty-six (36) months.

Satisfactory Service:

Service must be satisfactory; otherwise, this contract will be cancelled upon written notice from LSUHSC-HCSD WOMMC thirty (30) days before discontinuance service.

In the event that the vendor fails to comply with any of the terms and conditions or warranties agreed to herein, LSUHSC-HCSD WOMMC shall advise the contractor in writing and contractor shall be given reasonable opportunity to cure. The remedies provided in the agreement are exclusive.

(Note: Reasonable opportunity will mean downtime not to exceed five (5) working days as described in this document. Hospital Administration can only grant and/or approve further time.)

Job Site Inspection:

Contractor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If contractor finds conditions that disagree with the physical layout as described in this bid, or other features or the specifications that appear to be in error, it shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

Contractor may contact Suzanne Smith or Katy Breaux at 337/475-8111 to schedule inspection.

This signed statement certifies that the contractor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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<div data-bbox="77 380 1040 436"><p>_____ Dr. W. O. Moss Regional Medical Center Contractor's Company Name      Hospital Name</p></div> <div data-bbox="77 562 1027 594"><p>_____ Contractor's Authorized Signature      Hospital's Authorized Signature</p></div> <p>Quantities Listed:</p> <p>The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved to increase or decrease the amount, at the unit price stated in the bid.</p> <p><b>INSURANCE REQUIREMENTS:</b></p> <p>Contractor's Liability Insurance</p> <p>Proof of insurance will be required before work can commence.</p> <p>Insurance coverage specified below shall be furnished with the following minimum limits:</p> <p>"Claims Made" form is unacceptable.</p> <p>Compensation Insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.</p> <p>Public Liability and Property Insurance: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits or \$ 1,000,000 per occurrence with a minimum aggregate of \$ 2,000,000.</p> <p>Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of work to be performed there under, unless such coverage is included in the insurance specified.</p> <p>Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LSUHSC-HCSD WOMMC.</p>	

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<p>Continuation Agreement:</p> <p>The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or State Statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall terminate on the last day of the Fiscal Year for which funds were appropriated.</p> <p>HIPAA Requirement:</p> <p>When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current Business Associate Addendum can be found on the HCSD website at: <a href="http://webdev.lsuhscl.edu/hcsd/hipaa/">HTTP://webdev.lsuhscl.edu/hcsd/hipaa/</a>.</p> <p>Submittal Agreement:</p> <p>Submittal of any Terms and Conditions contrary to those of LSUHSC-HCSD WOMMC may cause your bid to be rejected. By signing below, Terms and Conditions, which may be included in your bid, are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____.</p> <p>Bidder must sign in ink.</p>	

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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	<p>PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE FOR EQUIPMENT LISTED IN THIS ITB LOCATED IN THE RADIOLOGY DEPART OF DR. W. O. MOSS REGIONAL MEDICAL CENTER</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>***</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO MAIL ITB SO AS TO BE IN PURCHASING'S MAIL BOX BY 2:00 PM DECEMBER 29, 2009 OR BRING THIS BID TO THE OFFICE IN PERSON TO BE RECEIVED BY STATED TIME AND DATE.</p> <p>***</p> <p>CONTRACT PERIOD FOR THIS SERVICE CONTRACT WILL BEGIN ON DATE OF AWARD AND GO THROUGH JUNE 30, 2010 WITH TWO (2) RENEWAL OPTIONS NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>***</p> <p>ON-SITE VISIT IS REQUIRED AND THE ITB TO BE SIGNED BY THE RADIOLOGY PERSONNEL.</p> <p>***</p>	6.00	MO	_____	_____